



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Street address: 629 East Main Street, Richmond, Virginia 23219

Mailing address: P.O. Box 1105, Richmond, Virginia 23218

TDD (804) 698-4021

www.deq.virginia.gov

Douglas W. Domenech
Secretary of Natural Resources

David K. Paylor
Director

(804) 698-4020
1-800-592-5482

November 5, 2012

Ms. Susan Wierman, Executive Director
Mid-Atlantic Regional Air Management Association, Inc.
8600 LaSalle Road, Suite 636
Towson, MD 21296

Re: DEQ Contract No. 15514
Virginia Clean Diesel Grant Program

Dear Ms. Wierman:

Enclosed for your records is a fully executed copy of the above referenced contract between Mid-Atlantic Regional Air Management Association, Inc. and the Virginia Department of Environmental Quality (DEQ).

Yogesh Doshi has been designated at the DEQ Contract Administrator for this project. You may contact Mr. Doshi at (804) 698-4017. Please reference Contract No. 15514 on all invoices and any correspondence related to the contract

If you have any questions, you may contact me at (804) 698-4061.

Sincerely,

A handwritten signature in cursive script, appearing to read "Renee' Bishop".

Renee' Bishop
Contract Officer

Enclosure

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT CONTRACT**

This grant award contract is made by and between the **Department of Environmental Quality** (hereinafter referred to as the "Department") and the **Mid-Atlantic Regional Air Management Association (MARAMA)** (hereinafter referred to as the "Grantee"). The parties to this grant award contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

PROJECT DESCRIPTION: The Grantee shall carry out the project as set forth in the Contract Documents.

PROJECT PERIOD: The project shall commence upon execution of the contract, and shall terminate no later than September 30, 2013.

PAYMENTS: The Department shall pay the Grantee a total of \$148,319.00 for the contract period. Invoices shall be submitted twice a month. Payments shall be made upon submission of invoices and/or other appropriate documentation of program expenditures, and progress reports and their acceptance by the Department. Such reports and copies of invoices shall be sent to:

INVOICE ORIGINALS SHALL BE SENT TO:

DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTENTION: ACCOUNTS PAYABLE
P.O. BOX 1105
RICHMOND, VIRGINIA 23218-1105

THE REPORTING REQUIREMENTS ARE AS FOLLOWS: QUARTERLY

<u>Reports</u>	<u>Due Date</u>	<u>Report Due Date</u>
	Oct – Dec 2012	Jan. 15, 2013
	Jan – Mar 2013	Apr. 15, 2013
	Apr – Jun 2013	July 15, 2013
	Jul – Sept 2013	Oct. 15, 2013
Final Progress Report		October 30, 2013
• MBE/WBE Reports	(April 1 – September 30) (October 1 – March 31)	October 15 April 15
• Lobbying Forms		30 days after close of agreement

REPORTS SHALL BE SENT TO:

DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTENTION: YOGESH DOSHI
P.O. BOX 1105
RICHMOND, VIRGINIA 23218-1105

email: Yogesh.Doshi@deq.virginia.gov

THE CONTRACT DOCUMENTS SHALL CONSIST OF:

- (1) This signed form
- (2) The Scope of Work (as approved by the Department)
- (3) The Special Term and Condition
- (4) The General Terms and Conditions

PRECEDENCE OF TERMS: In the event of a conflict between or among terms in the documents included in this contract, the following documents control in order from the most important to the least important: Special Term and Condition; General Term and Condition; the signed Grant Contract form; and the Scope of Work.

IN WITNESS THEREOF, the parties have caused this grant award contract to be duly executed intending to be bound thereby.

GRANTEE

Susan S.G. Wierman 10/25/2012
Date
Susan S.G. Wierman
Executive Director

DEPARTMENT OF ENVIRONMENTAL QUALITY

Valerie E. Thomson 11/2/12
Date
Valerie E. Thomson
Director of Administration



National Clean Diesel Campaign

**Fiscal Year 2012
STATE CLEAN DIESEL GRANT PROGRAM
Virginia DEQ DERA2 Project**

SUMMARY PAGE

Project Title:	Virginia DEQ DERA2 Project
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Project Manager and Contact Information

Organization Name:	Virginia Department of Environmental Quality
Project Manager:	Yogesh Doshi, Major NSR Coordinator
Mailing Address:	PO Box 1105 Richmond, VA 23218-1105
Phone:	Ph (804) 698-4017
Fax:	
Email:	Yogesh.Doshi@deq.virginia.gov

Project Budget

	FY 2012
EPA base allocation	\$153,549
State match (if applicable)	-
EPA match incentive (if applicable)	-
Additional leveraged resources	-
TOTAL Project	\$153,549

Project Period

October 1, 2012 to September 30, 2013.

Summary Statement

Provide financial incentives (Rebates) for participants in the Virginia Port Authority "Green Operator" Program to install diesel retrofit devices to reduce emissions from carriers registered with the Port Authority.

SCOPE OF WORK

Project Description

A. Overview

The Virginia Department of Environmental Quality (VA DEQ) will administer the Virginia DEQ DERA2 Project through a subagreement with the Mid-Atlantic Regional Air Management Association, Inc. (MARAMA).

The project is a continuation of the Clean Diesel Outreach and SmartWay Initiative begun in FY 2008. In FY 2012, the initiative will continue to provide financial incentives, Rebates, for participants in the Virginia Port Authority "Green Operators" (GO) Program, which encourages truck companies and individual owner/operators serving the Port to install verified diesel retrofit devices to reduce emissions.

The Virginia Port Authority will continue to publicize the program and ensure that companies selected to receive the incentives are Green Operators. MARAMA will accept and review applications from truck companies and individual owner/operators and execute agreements with eligible applicants for retrofits with verified technologies.

Program funds will be disbursed to qualified participants through reimbursement of eligible documented expenses.

Objective: Approximately \$118,940 will be used to provide Rebates of up to \$6,000 per vehicle to offset the cost to purchase and installation of verified emission control devices. Up to 20 dray trucks will be retrofitted in FY 2012.

B. Expected Emissions Reductions

Based on the Diesel Emission Quantifier, VA DEQ expects the following annual and lifetime emission reductions from the Virginia DEQ DERA2 Project:

Reductions (tons/year)	PM	HC	CO
Annual	0.17	0.43	1.99
Lifetime	2.84	7.38	33.89

C. General Air Quality Description

In the Mid-Atlantic Region, high levels of PM_{2.5} may be experienced in industrial, urban, or rural areas due to the diversity of sources affecting PM_{2.5} concentrations. This project will focus on the Norfolk-Virginia Beach-Newport News (Hampton Roads) area but will also benefit other areas of the Commonwealth of Virginia that experience high drayage truck traffic. The Hampton Roads area was designated as a marginal nonattainment area for the 1997 Ozone NAAQS and was redesignated to attainment/maintenance for this standard in 2007. The area was designated attainment/unclassifiable for the 2008 Ozone NAAQS (77 FR 30088, 5/12/2012). The designation for the 2008 Ozone NAAQS was based on a design value of 71 ppb ozone. To help ensure continued compliance with the 2008 Ozone NAAQS, and to prepare for any future Ozone NAAQS, the Hampton Roads area will be participating in the Ozone Advance program to create a voluntary action plan designed to reduce ozone precursors such as hydrocarbon emissions.

D. Timeline

The following preliminary timeline provides an overview of implementing the project.

	Q1	Q2	Q3	Q4
GO Retrofits	Work with participants to install technology & process payments	Work with participants to install technology & process payments	Work with participants to install technology & process payments	Work with participants to install technology & process payments

E. Disbursement Methodology

Disbursements are made as reimbursements to the Project participants following receipt, review, and approval by MARAMA of documentation of the purchase and installation of a verified diesel emission device. Reimbursements are limited to \$6,000 per vehicle.

Program Priorities

A. Maximize Public Health Benefits

Reducing diesel emissions in areas of high population density is expected to result in a positive impact on public health. This program will be included in the Hampton Roads Ozone Advance action plan, which will outline strategies designed to take proactive steps toward reducing ozone precursor emissions, and thereby help to ensure air quality continues to comply with the 2008 Ozone NAAQS. This action plan will also be a good framework for planning to meet any future Ozone NAAQS. Ensuring that the area complies with federal NAAQS standards helps ensure that the citizens breathe healthy air quality.

B. *Cost Effectiveness*

Retrofitting existing dray trucks is a cost effective way to reduce diesel emissions from the vicinity of ports, and supplements efforts already undertaken by the Port of Virginia to publicize the SmartWay Plus program and to encourage participation of trucking companies. The Project addresses needs voiced by potential program participants for incentives to help defray the cost of emission control equipment.

C. *Benefit areas of high population density and with air quality issues*

The Port of Virginia activities generate significant diesel truck traffic in the surrounding metropolitan area. The goal of this project is to prevent the deterioration of air quality in the Port's metropolitan area. As part of the Ozone Advance action plan, this program will reduce emissions of ozone precursors, helping to ensure that the area continues to meet the 2008 Ozone NAAQS and any future ozone NAAQS set by the EPA Administrator.

D. *Benefit areas such as truck stops, ports, rail yards, terminals, and distribution centers.*

The GO project support targets trucks that serve the Virginia Port Authority facilities and the distribution terminals to which they haul freight.

E. *Include a certified engine configuration or verified technology that has a long expected useful life.*

The Virginia DEQ DERA2 Project will use information learned from VA DEQ's Clean Diesel Outreach and SmartWay initiative from FY 2008 – FY 2011. This grant provides rebates for only retrofit technologies that are EPA and/or CARB certified/verified. The Clean Diesel Outreach and SmartWay initiative provided useful lessons about the use of Diesel Particulate Filters, Diesel Multi-Stage Filters, and Diesel Oxidation Catalysts on dray trucks. For example, some filters were too big for the space available on a certain make of dray tractor. While the Diesel Particulate Filter might have been a more effective emission reduction choice, it was not an option due to size limitations. Further, the needed temperature profiles for the use of Diesel Particulate Filters or Diesel Multistage Filters were not met on dual exhaust tractors. Therefore the only option for these tractors was the use of Diesel Oxidation Catalysts with a Closed Crankcase ventilation system. Such information is useful in assisting carriers to select the appropriate technology.

F. *Maximize the useful life of technology funded.*

Technologies included in the Project are covered by performance and emissions warranties that meet or exceed warranty requirements for retrofit verification coverage. Proof of warranty is required for rebate disbursement for retrofits.

G. Conserve diesel fuel.

The Virginia Port Authority Outreach is investigating the possibility of opening a gate dedicated to Green Operators at one of its facilities. Such a gate would likely reduce idle time for these trucks, which would conserve diesel fuel.

F. Overall Deliverables

- Quarterly progress reports.
- Up to 20 dray trucks will be retrofitted in FY 2012.
- Emission reduction estimates based on the fleet retrofitted using the Diesel Emissions Quantifier.

Strategic Plan Linkage and Anticipated Outcomes/Outputs

A. Linkage to EPA Strategic Plan.

This project will support Goal 1 of EPA's 2006-2011 Strategic Plan, Taking Action on Climate Change and Improving Air Quality Clean Air and Global Climate Change, Priority Goal. Projects funded under the Virginia DEQ DERA2 Project meet the goal of improving air quality by reducing PM, HC, and CO emissions from diesel fleets, thereby reducing local and regional air pollution.

B. Outputs.

- Provide Rebates to retrofit up to 20 vehicles.
- Report on emission reductions from the Project via the Final Report.

Progress toward the environmental goal will be tracked and measured during the assistance agreement period by maintaining input information for the Diesel Emission Quantifier information from the approved applications. The quarterly reports to EPA will provide the status and progress of the retrofit activities.

C. Outcomes.

Expected outcomes from this program may include but are not limited to the following:

Short-term outcomes

- Increased understanding of the environmental and economic effectiveness of the implemented technology.
- Increased number of clean carriers serving the Virginia Port Authority facilities.

Medium-term outcomes

- Growing interest and willingness by fleets to deploy diesel emission reduction technology.
- Increased capacity by Virginia fleets to deploy diesel emission reduction technology.

- Documented emission reductions from the retrofit of dray trucks.

Long-term outcomes

- Improvements to local air quality. Decreased emissions and exposure of diesel emissions.

Project Partners

DEQ's primary partner in the Virginia DEQ DERA2 Project will be MARAMA. The Virginia Port Authority will also play a role in this project.

MARAMA is a voluntary, non-profit association of ten state and local air pollution control agencies in the Mid-Atlantic region. Its mission is to strengthen the skills and capabilities of member agencies and to help them work together to prevent and reduce air pollution in the Mid-Atlantic Region. In addition to the Commonwealth of Virginia, the following State and Local governments are MARAMA members: Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, West Virginia, Philadelphia, and Allegheny County, Pennsylvania. MARAMA is governed by a Board of Directors consisting of the ten air directors from MARAMA member jurisdictions. The director of Virginia's air program is a permanent member of the MARAMA Board of Directors. MARAMA meets EPA requirements for receiving grant awards and has been funded almost 100% by EPA grants since 1992. MARAMA is experienced in providing staff support for projects to reduce diesel emissions and has assisted the Mid-Atlantic Diesel Collaborative (MDC) in prioritizing projects and obtaining federal grant funding to support projects. This project will supplement MARAMA's activities in support of MDC.

The *Virginia Port Authority* was established in 1952, as a political subdivision of the Commonwealth of Virginia, for the purpose of performing any act or function which may be useful in developing, improving, or increasing the commerce of the ports of the Commonwealth, with the goal of conducting these activities in an environmentally sensitive and sound manner. Toward this goal, the Virginia Port authority initiated a pilot program, the predecessor to the GO Program, in October 2007 to reduce diesel emissions from drayage trucks serving its Port of Virginia facility. As a partner, the Virginia Port authority will continue to publicize the Rebates available through the Virginia DEQ DERA2 Project and ensure that companies selected to receive the Rebates are Green Operators.

Sustainability of State Program

DEQ and its partners will work to continue sustaining the program by promoting awareness and integrating information about the program into their outreach efforts, including via the DEQ, the

Virginia Port authority, and MARAMA websites. Within 60 days of receiving the award, DEQ will post on its website a public notification that lists the project information, dollar amount of the grant and Rebates, and the technology funded by the Rebate.

Quality Assurance and Quality Control

Not applicable. The proposed project does not involve environmentally related measurements or data generations that would need quality assurance and quality control plans and procedures.

BUDGET NARRATIVE

Project Budget

The tables below provide the DEQ FY12 project budget, MARAMA FY12 project budget, and MARAMA FY12 budget detail.

DEQ FY12 Project Budget

Budget Category	FY 2012	
	EPA Allocation	State Match (if applicable)
1. DEQ Personnel	\$ 3,280	
2. Fringe Benefits	\$ 1,015	
3. Travel	\$ 0	
4. Supplies	\$ 0	
5. Equipment	\$ 0	
6. Contractual	\$ 0	
7. Program Income	\$ 0	
8. Other (Subaward with MARAMA)	\$148,319	
9. Total Direct Charges	\$152,614	
10. Indirect Charges ^a	\$ 935	
Grand Total	\$153,549	

^aIndirect costs are not considered administrative costs.

MARAMA FY 2012 Budget

Budget Category	Budget Allocation
Direct Costs:	
Personnel	\$ 13,300
Fringe ^a	\$ 3,309
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 86
MARAMA's Contractual	\$ 0
Total Direct Costs	\$135,635
Indirect Cost Allocation^b	\$ 12,684
TOTAL COSTS	\$148,319

^aMARAMA's fringe rate is estimated to be 24.88% of direct personnel.

^bMARAMA's indirect costs are not considered administrative costs.

MARAMA FY 2012 Budget Detail

Category	Notes	FTE	FTE Rate/yr	Budget Allocation	Total
Personnel					\$13,300
	Mobile Sources Program Manager	0.055	\$57,330	\$3,153	
	Environmental Scientist	0.134	\$58,500	\$7,839	
	Office Manager	0.02	\$39,120	\$ 782	
	Administrative Assistant	0.02	\$27,600	\$ 552	
	Executive Director	0.01014	\$96,000	\$ 974	
Fringe					\$3,309
	Social Security (6.2% of salary)			\$ 825	
	Medicare (1.45% of salary)			\$ 193	
	Pension (for eligible employees)			\$1,250	
	Health Insurance (\$6500/yr/FTE except Env. Sci. & Exec. Dir)			\$ 617	
	Workers Comp & Unemployment Deposit (est.)			\$ 424	
Supplies	Office supplies & postage				\$86
Technology Deployment	Retrofit approximately 20 drayage trucks serving the port of Virginia with diesel filters, including installation costs. Maximum rebate \$6,000 per vehicle. Costs vary depending on the type of truck and filter as well as specific installation requirements.				\$118,940
Indirect Costs	MARAMA's provisional indirect cost rate for FY 2012 is 95.37% of Direct Personnel costs				\$12,684
				Total Costs	\$148,319

Explanation of Budget Framework

Administrative Costs: States must demonstrate that no more than 15 percent of a State's total allocation from EPA is being used to cover administrative costs as identified in OMB Circular A-87 Appendix B (e.g., personnel, benefits, travel, supplies). The 15 percent maximum does not include indirect cost rates or funds assigned to projects through grants, rebates, and/or loans. Please note that the indirect costs of DEQ and MARAMA are not considered administrative costs.

The administrative costs are everything except DEQ indirect costs (estimated \$935), MARAMA indirect costs (estimated \$12,684), and technology deployment costs (estimated \$118,940). The estimated total non-administrative costs are \$132,559. The administrative costs are estimated to be \$20,990 (\$153,548 project budget minus \$132,559 non-administrative costs). The administrative costs are expected to be 13.67 percent of the project budget.

Budget Categories:

1. Personnel

Virginia DEQ Position Number P0888, Major NSR Coordinator, Mr. Yogesh Doshi is expected to spend approximately 70 hours at an hourly rate of \$46.85 during FY2012 for a total of \$3,280.

	FY 2012	
DEQ Personnel	EPA	State
P0888 approximately 70 hrs. at \$46.85 hourly rate	\$3,280	\$0

MARAMA total personal costs are expected to be \$13,300. The breakdown of these costs is provided below and in the "MARAMA FY 2012 Budget Detail" table.

	FY 2012	
MARAMA Personnel	EPA	State
Mobile Sources Program Manager @ \$57,330/FTE x 0.055 FTE	\$ 3,153	\$0
Environmental Scientist @ \$58,500/FTE x 0.134 FTE	\$ 7,839	\$0
Office Manager @ \$39,120/FTE x 0.02 FTE	\$ 782	\$0
Administrative Assistance@ \$27,600/FTE x 0.02 FTE	\$ 552	\$0
Executive Director @ \$96,000/FTE x 0.01014 FTE	\$ 974	\$0
TOTAL	\$13,300	\$0

2. Fringe Benefits

Virginia's DEQ fringe benefit equate to 30.93% for classified employees. It includes FICA (7.64%), group life (1.02%), retiree health (0.99%), long term disability (0.66%), deferred compensation (0.65%), and health care (13.39%).

	FY 2012	
DEQ Fringe	EPA	State
DEQ fringe benefits of 30.93%	\$1,015	\$0

As provided in the "MARAMA FY 2012 Budget Detail" table MARAMA fringe benefits include social Security (6.2% of salary), Medicare (1.45% of salary), pension (for eligible employees), health insurance, and workers comp & unemployment deposit.

	FY 2012	
MARAMA Fringe	EPA	State
Social Security (6.2% of salary)	\$ 825	\$0
Medicare (1.45% of salary)	\$ 193	\$0
Pension (for eligible employees)	\$1,250	\$0
Health Insurance (\$6500/yr/FTE except Env. Sci. & Exec. Dir)	\$ 617	\$0
Workers Comp & Unemployment Deposit (est.)	\$ 424	\$0
TOTAL	\$3,309	\$0

3. Travel

No travel costs are budgeted for FY2012.

4. Supplies

No DEQ supplies are budgeted. MARAMA has budgeted \$86 for office supplies and postage.

	FY 2012	
MARAMA Supplies	EPA	State
Office supplies and postage costs	\$86	\$0

5. Equipment

No equipment has been budgeted for FY2012.

6. Contractual

No contractual has been budgeted for FY2012.

7. Program Income

No program income is expected for FY2012.

8. Other

DEQ plans to establish a subrecipient agreement with MARAMA to administer this program. As a subrecipient, MARAMA will have responsibility for programmatic decision-making and responsibility to adhere to applicable federal programs compliance requirements. MARAMA's sub-award will be small (under \$500,000). DEQ has many years of experience in working with MARAMA. MARAMA has experience in as a grantee and a subrecipient. DEQ will monitor MARAMA's performance via quarterly activity and financial reports and periodic conference calls. DEQ's Air Director meets quarterly with MARAMA's Executive Director at MARAMA Board of Directors' meetings and will have both formal and informal opportunities to provide project oversight.

	FY 2012	
Other	EPA	State
Subaward with MARAMA	\$148,319	\$0

9. Direct Charges

Total direct costs (items 1-8 above) for FY2012 are estimated to be \$152,614. Please note that MARAMA estimated indirect costs of \$12,684 are part of item 8 ("Other") above.

10. Indirect Charges

DEQ's approved indirect cost rate is 28.5 percent of direct personnel charges (see attached). DEQ estimated indirect costs are \$935. MARAMA's provisional indirect cost rate for FY2011 is 95.37% of direct personnel charges (see attached). MARAMA estimated indirect costs are \$12,684. DEQ and MARAMA indirect costs are not considered administrative costs.

Match Requirements

Under the State Clean Diesel Program, a match is not required for this grant.

Budget Detail
Virginia DEQ DERA Project
Prepared 5/17/2012

Budget Category	Year 1 EPA	Year 1 State	Total EPA	Total State
Direct Costs:				
Personnel (DEQ) 70 hrs of Environmental Engineer Consultant @ \$46.85/hr	\$3,280	\$0	\$7,206	\$0
Fringe (DEQ) 30.93%	\$1,015	\$0	\$2,081	\$0
Travel	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0
Contractual	\$0	\$0	\$0	\$0
Other MARAMA subagreement	\$148,319	\$0	\$304,054	\$0
Total Direct Costs	\$152,614	\$0	\$313,341	\$0
Indirect Costs (DEQ) @28.5% of Direct Personnel	\$935	\$0	\$1,917	\$0
TOTAL COSTS	\$153,549	\$0	\$315,257	

Notes

Personnel costs represent 70 hours of one Environmental Engineer Consultant to manage the subaward to MARAMA and submit reports to EPA.

SPECIAL TERM & CONDITION

1. All EPA Approved work plan revisions will become a part of this contract, unless MARAMA objects in writing. A formal contract modification will not be required for these revisions when MARAMA does not object in writing.

GENERAL TERMS AND CONDITIONS FOR FEDERALLY FUNDED GRANT CONTRACTS

1. **ACORN FUNDING PROHIBITION:** In compliance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Pub. L. No. 111-68 (CR), none of the funds made available by this joint resolution or any prior Act may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Federal agencies are expressly prohibited from providing funds to ACORN and its associated organizations directly through grants and cooperative agreements (financial assistance). The prohibition also extends to subgrants/subawards and procurement contracts awarded by financial assistance recipients.
2. **APPLICABLE LAWS:** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
3. **APPLICATION FOR ASSISTANCE:** If grant funding assistance is continued year to year, the Grantee shall submit a complete application, including the proposed workplan, to the Department at least 75 days prior to the beginning of the next project period unless otherwise specified in the Special Terms and Conditions.
4. **ASSURANCES - CONSTRUCTION PROJECTS:** By entering this contract, the authorized representative of the Grantee certifies that, if applicable, the Grantee will comply with the following requirement: Parts II and III of Executive Order 11246 (30 F.R. 12319, 1965) as amended by Executive Orders 11375 (32 F.R. 14303, 1967) and 12086 (43 F.R. 46501, 1978) requiring federally assisted construction contracts to include the nondiscrimination provisions of § 202 and 203 of that Executive Order and Department of Labor regulations implementing Executive Order 11246 (41 CFR § 60-1.4(b), 1991).
5. **ASSURANCES - NON-CONSTRUCTION PROGRAMS:** By entering this contract, the authorized representative of the Grantee certifies that it is in compliance with each of the following applicable requirements:
 - (a) Has the legal authority to apply for federal assistance, and institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project description.
 - (b) Will give the Department, the awarding federal agency, and the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the agreement; and will establish a proper accounting system in accordance with generally accepted accounting standards or Department directives.
 - (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
 - (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the Department.
 - (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. § 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
 - (f) Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (4) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (5) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (6) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, related to nondiscrimination on the basis of alcohol abuse or alcoholism; (7) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(8) Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (9) The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibiting discrimination on the basis of disability; (10) any other nondiscrimination provisions in the specific statute(s) under which these federal funds are being paid; and (11) the requirements of any other nondiscrimination statute(s) which may apply to the contract.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

(h) Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

(i) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subcontracts.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following: (1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (2) notification of violating facilities pursuant to EO 11738; (3) protection of wetlands pursuant to EO 11990; (4) evaluation of flood hazards in floodplains in accordance with EO 11988; (5) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (6) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(l) Will comply with Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of national wild and scenic rivers system.

(m) Will assist the Department in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

(r) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

6. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Department shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

7. **CERTIFICATION - CONFLICT OF INTEREST:** The Grantee warrants that it has fully complied with the State and Local Government Conflict of Interests Act.

8. **CERTIFICATION - DRUG-FREE WORKPLACE:** The Grantee warrants that it shall comply with the provisions of Public Law 100-690, Title V, Subtitle D, "Drug-Free Workplace Act of 1988", and all applicable federal implementing regulations, including 15 CFR Part 26 or 40 CFR Part 32, which require that the Grantee take steps to provide a drug-free workplace.

The Grantee certifies that it will or will continue to provide a drug free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace
 - (2) The Grantee's policy of maintaining a drug free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Contract, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

9. **CERTIFICATION - LOBBYING:** The Grantee certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative contract, Standard Form-LLL, "Disclosure Form to Report Lobbying" will be completed and submitted, in accordance with its instructions.
- (c) That the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative contracts) and that all subrecipients shall certify and disclose accordingly.

MUST BE INCLUDED IN ALL SUBAWARDS EXCEEDING \$100,000: The Grantee agrees to comply with the Title 40 CFR Part 34, New Restrictions on Lobbying. Grantees must submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Grantee who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Grantees shall ensure that no grant funds awarded under the federal grant contract are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Grantee shall abide by its OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE: The Grantee agrees that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 10. CERTIFICATION - NONDISCRIMINATION:** During the performance of this Contract, the Grantee agrees as follows:
- (a) The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Grantee. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b) The Grantee, in all solicitations or advertisements for employees placed by or on its behalf, will state that such Grantee is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Grantee will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

- 11. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," including a term or condition requiring compliance with Subpart C. The recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. The recipient may access the Excluded Parties List System at <http://epls.arnet.gov>. This term and conditions supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."
- 12. COLLATERAL CONTRACTS:** Where there exists any inconsistency between this Contract and other provisions of collateral contracts which are made a part of this Contract by reference or otherwise, the provisions of this Contract shall control.

13. CREATION OF INTELLECTUAL PROPERTY (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):

All copyrightable material created pursuant to this Contract shall be considered work made for hire and shall belong exclusively to the Department. Neither party intends any copyrightable material created pursuant to this Contract, together with any other copyrightable material with which it may be combined or used, to be a "joint work" under the copyright laws. If any copyrightable material created pursuant to this Contract cannot be deemed work made for hire or is deemed part of a joint work, the Grantee agrees to irrevocably assign, and does hereby irrevocably assign, its entire copyright interest in such material or work to the Department and shall execute and deliver such further documents as the Department may reasonably request for the purpose of acknowledging such assignment.

The Grantee warrants that no individual, other than regular employees of the Grantee or Department working within the scope of their employment, shall participate in the creation of any copyrightable material to be delivered under this Contract, unless such individual and his or her employer, if any, have signed an intellectual property contract satisfactory to the Department before commencing such participation.

The Department shall have all rights, title and interest in or to any invention reduced to practice pursuant to this Contract. The Grantee shall not patent any invention conceived in the course of performing this Contract.

The Grantee hereby agrees that, notwithstanding anything else in this Contract, in the event of any breach of this Contract by the Department, the Grantee's remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this Section. Similarly, no termination of this contract by the Department shall have the effect of rescinding the provisions of this Section.

This provision applies only to materials or documents developed with Contract funds. It does not apply to materials or documents previously copyrighted or registered under the Grantee's copyright or trademark or to materials or documents which are developed with other funds.

14. DISCLAIMER: Nothing in this Contract shall be construed as authority for either party to make commitments which will bind the other party beyond the project or work contained herein. Furthermore, the Grantee shall not assign, sublet, or subcontract any work related to this Contract or any interest it may have herein without the prior written consent of the Department.

15. DOCUMENTS: The Grantee may retain any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Contract and not required to be delivered to the Department. The Department shall have the copyright to all such materials, and unlimited rights to use any such materials. Where necessary for the Department's full enjoyment of its copyrights and other rights referenced in this Contract, the Grantee shall provide a clear, reproducible copy of such materials (machine readable upon request) to the Department.

The Grantee has permission to reproduce and distribute any material or documents prepared by the Grantee and for which the Department owns the copyright, but only where necessary or expeditious to the performance of the Grantee's obligations under this contract.

This provision applies only to materials or documents developed with contract funds. It does not apply to materials or documents previously copyrighted or registered under the Grantee's copyright or trademark or to materials or documents which are developed with other funds.

16. DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM (DUNS): To implement the Federal Financial Accountability and Transparency Act (FFATA), it requires sub-recipients for federal awards to have a Dun and Bradstreet Data Universal Numbering System (DUNS) number, and it is strongly recommended that the sub-recipient register in the Central Contractor Registry (CCR) system.

17. **FAIR SHARE GOAL: GENERAL COMPLIANCE, 40 CFR, PART 33:** The Grantee agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C (Section 33.301): Grantee agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this grant contract and prime contractors also shall comply. Records documenting compliance with the six good faith efforts shall be retained.

(a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller task or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or VA Department of Minority Business Enterprise (DMBE) in finding DBEs. MBE/WBE businesses must now be officially certified as such in order to be counted towards an EPA grantee's 'Fair Share' MBE and WBE goals accomplishments.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

Grantee agrees to complete the Substitute DEQ MBE/WBE Report Form (copy attached) semi-annually on awards of subcontract(s) to a minority or women's business. Reports shall continue until the final subcontract is awarded, whether or not a sub-contract(s) is awarded to a minority or women's business in the subsequent quarters. Reports shall be submitted according to the following schedule:

<u>Period</u>	<u>Report Due</u>
April 1 - September 30	October 15
October 1 - March 31	April 15

Reports shall include all subcontracts made by the Grantee with minority or women's businesses. Reports may, but are not required to, include subsequent tiers of subcontracts. Reference BIDDERS LIST, 40 CFR, Section 33.501(b) and (c) – Grantee agrees to create and maintain a bidders list.

18. **FEDERAL AND NON-FEDERAL COST SHARING RELATED TO GRANTS:** If actual allowable project costs are less than the total approved estimated budget, the federal and non-federal cost share ratio as reflected in the approved estimated budget shall apply. If actual allowable costs are greater than the total approved estimated budget, the federal share shall not exceed the total federal dollar amount as reflected in the contract.
19. **FINANCIAL RECORDS AVAILABILITY:** The Grantee agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by an independent auditor, whichever is earlier. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

20. **FIRE SAFETY:** Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the Grantee agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel fire Safety Act (PL 101-391, as amended). Grantees may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
21. **FISCAL CONTROL:** The Grantee shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, contract funds. The Grantee shall for the purpose of this contract:
- (a) Provide all accounting, bookkeeping, fiscal, and administrative services required by or related to this Contract.
 - (b) Request partial payment due from the Department in accordance with the terms of this Contract.
 - (c) Maintain appropriate support for all expenditures incurred and maintaining all books, documents, papers, accounting records, and other evidence supporting the costs incurred associated with this Contract. It shall make such materials available at its offices at all reasonable times during the Contract period, and for three years from the date of final payment under this Contract, for inspection and audit by the Department or any authorized representative of the Department.
22. **INDEMNIFICATION (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** Grantee agrees to indemnify, defend and hold harmless the Department and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Grantee/any services of any kind or nature furnished by the Grantee, provided that such liability is not attributable to the sole negligence of the Department or to failure of the Department to use the materials, goods, or equipment in the manner already and permanently described by the Grantee on the materials, goods or equipment delivered.
23. **INDIRECT COSTS:** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the Contract.
24. **INTEGRATION AND MODIFICATION:** No alteration, amendment or modification in the provisions of this Contract shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
25. **LIABILITY (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** The Grantee shall take out and maintain, during the life of this Contract, such bodily injury liability and property damage liability insurance as will protect it from claims of damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this contract. If the Grantee has a self-insurance program, it may self-insure the risks associated with this Contract in lieu of the commercial insurance required herein.
26. **MAINTENANCE OF RECORDS AND AUDIT (COMPLIANCE WITH CIRCULAR A-133 REQUIREMENTS):** The Grantee is required to do the following: provide the Department access to records and financial statements to determine compliance with federal requirements; facilitate the Department's monitoring and oversight activities; inform the Department in writing when not required to undergo a single audit; on request, inform the Department whether the relevant program would be audited as major using the risk-based approach (determined solely by the auditor) or, if not, the cost of having it audited as such (if desired by the Department, the Grantee must have the program audited as a major); send a copy of its audit reporting package to the Department when a single audit is required and the schedule of findings and questioned costs discloses audit findings (or the summary schedule of prior audit findings reports on the status of audit findings) related to the Department's award of federal funds; inform the Department in writing that an audit was conducted in accordance with Circular A-133 and that no audit findings and questioned costs (for the current or prior year) were related to the award (sending a copy of the audit reporting package is a sure way to meet this notification requirement); on request, send the Department a copy of the audit reporting package and any management letters issued by the auditor, even when not required to do so (e.g., no audit findings were related to the award); resolve audit findings (including the preparation of a corrective action plan) and comply with any management decision issued by the Department (due within six months of receiving the Grantee's audit report); follow-up on audit findings, unless no longer valid because they occurred at least two years earlier, the Department

did not follow-up on the findings, and a management decision was never issued; and keep copies of audit reports and related documentation on file for at least three years following the audit period for review by the Department.

- 27. OBLIGATING FUNDS BEYOND PROJECT PERIOD:** The Grantee shall not incur costs or obligate funds for any purpose pertaining to the project beyond the expiration date stipulated in the contract.

Any extension of the award period can only be authorized by the Department. Verbal or written assurances of funding from other than the Department shall not constitute authority to obligate funds for programmatic activities beyond the expiration date.

The Department has no obligation to provide any additional prospective funding. Any renewal of the award to increase funding and to extend the period of performance is at the sole discretion of the Department.

- 28. OTHER FEDERAL GRANT AWARDS:** The Grantee shall immediately provide written notification to the Department in the event that, subsequent to receipt of federal funds under this contract, other federal financial assistance is received relative to the scope of work of this contract.

- 29. PRECEDENCE OF TERMS:** The Contract consists of several documents. In the event of a conflict between or among terms in these documents, the following documents control in order from the most important to the least important: Special Terms and Conditions; General Terms and Conditions; the signed Contract form; and the Scope of Work.

- 30. PRIOR WRITTEN APPROVAL OF CHANGES:** The Grantee must obtain prior written approval from the Department for changes to the Contract, including, but not limited to, changes of substance in program activities, designs, or plans set forth in the approved scope of work or project workplan.

- 31. RECYCLED PAPER:** In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.

- 32. REGULATORY COMPLIANCE:** The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.

- 33. RENEWAL OF CONTRACT:** The Contract may be renewed by the Department upon written contract by both parties under the terms of the current contract, prior to the expiration.

- 34. PURCHASE OF PRODUCTS CONTAINING RECYCLED MATERIALS:** Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

- 35. SEVERABILITY:** Each paragraph and provision of this Contract is severable from the entire contract; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

- 36. SUBCONTRACTS:** No portion of the Scope of Work shall be subcontracted without the prior written consent of the Department. The Grantee shall, however, remain fully liable and responsible for the work to be done by its

subcontractor(s) and shall ensure compliance with all requirements of the Contract. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act in making such awards.

37. **SUBRECIPIENTS (Applicable only to contracts with other state agencies):** All federally funded grants awarded by the Department to other state agencies are considered pass-thru and shall be reported as such by the Grantee and the Department on the Federal Schedules of Financial Assistance.
38. **TERMINATION FOR CAUSE:** The Department reserves the right to terminate the grant in whole, or in part, at any time before the date of completion, upon written notice to the Grantee that it has failed to comply with the conditions of the Contract. In connection with such termination, payments made to the Grantee or recoveries by the Department shall be in accord with the legal rights and liabilities of the parties.
39. **TERMINATION FOR CONVENIENCE:** The Department may terminate the Contract if its funding is terminated. The Department or the Grantee may terminate the contract, in whole, or in part, if both parties agree that the continuation will not produce beneficial results commensurate with further expenditure of funds. The Department and the Grantee shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.
40. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** The Grantee shall comply with all applicable federal regulations pertaining to "Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments" and "Cost Principles for State and Local Government", including but not limited to the requirements of OMB Circular A-102, the provisions stipulated in the Common Rule, 2 C.F.R. Part 225 (formerly OMB Circular A-87), and any specific implementing regulations promulgated by the federal awarding agency.
- If the Grantee is an Institution of Higher Education or a Non-profit Organization, the Grantee shall comply with all applicable federal regulations pertaining to "Uniform Administrative Requirements for Grants and Cooperative Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations, 2 C.F.R. Part 215 (formerly OMB Circular A-110) and for Institutions of Higher Education including but not limited to the requirements of 2 C.F.R. Part 220 (formerly OMB Circular A-21), and for Non-profit Organizations including but not limited to the requirements of 2 C.F.R. Part 230 (formerly OMB Circular A-122).
41. **USE OF GRANT FUNDS:** Grant funds shall only be used for the purposes and activities covered in the Project Workplan.
42. **TRAFFICKING VICTIM PROTECTION ACT (PROHIBITION STATEMENT):** You as the subrecipient under this subrecipient contract and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the subrecipient contract.



LOBBYING AND LITIGATION CERTIFICATION FOR GRANTS AND COOPERATIVE AGREEMENTS*

INSTRUCTIONS:

*At project completion, complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-377, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

Please mail this form to your DEQ Grants Manager within 5 days of project completion. DO NOT send this information to the Office of Management & Budget.

Assistance Agreement Number(s):

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Signature of the Chief Executive Officer

Date

Print Name

Burden Statement - The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Mail Code 3213A, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, N.W., Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

INSTRUCTIONS FOR COMPLETING MBE/WBE FORM

1. Fill in your Organization's Name (Subrecipient Name field)
2. Fill in the DEQ Contract Number that was assigned to your contract
3. Fill IN THE Name and Telephone Number of person completing the form
4. Fill in Date Submitted
5. Under the MBE/WBE Procurements during Report period
 - a. Check the appropriate time period of reporting
6. Under Total Dollars Procured in this Contract period provide: Total Dollar Amount of Purchases

Part II Provide the following information

2. Business Enterprise (Check Minority or Women)
3. Provide the dollar value procured from Vendor
4. Type in date of purchase (MM/DD/YY format)
5. Type of Product or Service = use the number associated (see bottom of page)
 1. Construction, 2. Supplies, 3. Services, 4 Equipment
6. Provide Name, Address of MBE/WBE Vendor

Subrecipient Name: _____ DEQ Contract Number _____

Name and Telephone Number _____ Date Submitted _____

MBE/WBE PROCUREMENTS DURING REPORTING PERIOD

Annual _____ 1st (Oct-Dec) _____ 2nd (Jan-Mar) _____ 3rd (Apr-Jun) _____ 4th (Jul-Sep) _____

Total Dollars Procured in this Contract Period: \$ _____

PART II.

1. Procurement Made Subrecipient	2. Business Enterprise		3. \$ Value of Procurement	4. Date of Procurement (MM/DD/YY)	5. Type of Product/Service	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
	Minority	Women				

Column 5 - Type of product or service codes: 1 = Construction 2 = Supplies 3 = Services 4 = Equipment

Note: Refer to Terms and Conditions of your Subrecipient Contract to determine the frequency of reporting